

ATTACHMENT 9

PERFORMANCE BOND

We, _____, as Principal, and _____ as Surety, Jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of El Monte ("City") for payment of the penal sum of _____ (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, primarily for services related to towing and storing vehicles within the jurisdictional boundaries of the City. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City and its officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed there under, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees and costs incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2015

ATTACHMENT 9

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

General Counsel

Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service in process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the applicable provisions of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)